

The Washington City Council met in a regular session on Monday, October 7, 2013 at 5:30 pm in the City Council Chambers at the Municipal Building. Present were: Archie Jennings, Mayor; Bobby Roberson, Mayor Pro tem; Doug Mercer, Councilman; William Pitt, Councilman; Richard Brooks, Councilman; Brian M. Alligood, City Manager; Cynthia S. Bennett, City Clerk and Franz Holscher, City Attorney. Councilman Moultrie was absent from the meeting.

Also present were: Matt Rauschenbach, Administrative Services Director/C.F.O.; Stacy Drakeford, Fire & Police Services Director; Robbie Rose, Fire Chief; Allen Lewis, Public Works Director; Keith Hardt, Electric Utilities Director; John Rodman, Community/Cultural Resources Director; Kristi Roberson, Parks and Recreation Manager; Susan Hodges, Human Resources Director; Gloria Moore, Library Director; Lynn Lewis, Tourism Director; and David Carraway, IT Department and Mike Voss, Washington Daily News.

Mayor Jennings called the meeting to order and Councilman Pitt delivered the invocation.

APPROVAL OF MINUTES

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council approved the minutes of September 9, and September 23, 2013 as submitted.

APPROVAL/AMENDMENTS TO AGENDA

Mayor Jennings reviewed the requested changes to the agenda:

- Move Consent Item B: Authorize/Approve – Purchase of a Garbage Truck through the piggyback of the City of Martinsville, VA **and** approve a corresponding purchase order to be written (\$124,965) to New Business Item K
- Move Consent Item D: Amend – Personnel Policy Article III, Section 18, Longevity Pay to New Business Item L
- Move Consent Item E: Approve – Purchase Orders >\$20,000 to New Business Item M
- Remove: Scheduled Public Appearance: Ursula Corbett: Ducks in Smallwood

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council approved the agenda as amended.

CONSENT AGENDA:

By motion of Councilman Pitt, seconded by Councilman Brooks, Council approved the consent agenda as amended.

- A. Approve/Support – An application by Washington Fire Department for the 2013 FEMA Assistance to Firefighters Grant (AFG)
- B. **Moved to New Business Item: K** - Authorize/Approve – Purchase of a Garbage Truck through the piggyback of the City of Martinsville, VA **and** approve a corresponding purchase order to be written (\$124,965)
- C. Declare/Surplus/Authorize – Declare surplus and Authorize the sale of a vehicle through electronic auction using GovDeals

<u>Vehicle Number</u>	<u>Make/Model</u>	<u>Serial Number</u>	<u>Odometer Reading</u>
9450	2002 FR R10	1FTYR10U32TA68201	155,807

- D. **Moved to New Business Item: L** - Amend – Personnel Policy Article III, Section 18, Longevity Pay
- E. **Moved to New Business Item: M** - Approve – Purchase Orders >\$20,000

SCHEDULED PUBLIC APPEARANCES:
WRIGHT FLIGHT

Jazire Boyd and Emmy Davis, former Wright Flight students, shared their experiences with Council concerning the Wright Flight program. The program allows students to learn about the history of aviation. Students have to sign a contract to increase a course grade by 7 points, and/or improve behavior and pass the Wright Flight exam with at least a "B". If the students accomplish all of these things, they are allowed to pilot a plane on "fly day". The program is so much fun as well as educational. The students thanked Council for their support.

Sherry Swain is a 5th grade teacher at John Small School and has taught Wright Flight for the past six years. The students are most excited about the opportunity to fly and pilot a plane. The program takes students through aviation history from the Wright Brothers to the space shuttle. One lesson a week is spent on the history of aviation and its contribution to our country. Students become closer and work together and work hard for what they want. Last year, 325 fifth graders went through the program, of the 325 only 215 successfully achieved their contract and were able to fly, this was the biggest number they've had so far. This year, there are 270 fifth graders anxiously waiting for their chance to fly. The Wright Flight motto is "Dream Big and Fly Safe". Principal, Betty Jane Greene also attended the Council meeting.

Mayor Jennings urged Councilmembers to attend the Wright Flight Fly Day. He also thanked John Small School for inviting him out for Constitution Day and he signed the schools proclamation regarding anti-bullying.

URSULA CORBETT – DUCKS IN SMALLWOOD (Item removed)

PHILIP RYALS – UTILITIES

Mr. Philip Ryals, South Eden Drive, explained that he received a letter dated September 8, 2013 from Michelle Scannel with the City of Washington. The letter indicated that his residence has had a defective meter since December 2008. The letter specified that the City has the right to go back and recoup one year's worth of charges. Mr. Ryals said he didn't understand how the City could recoup these charges and felt the City should "eat the cost". He feels the defective meter is the City's problem and not his and he shouldn't be charged. The letter indicated that he could pay the \$846.71 back over six months at a rate of \$141.12 per month in addition to their regular monthly bill. Over the weekend, he was going over his checking account and noticed their account was drafted for \$944 by the City. Obviously, this is his normal monthly charge plus the entire \$846.71 that they were told they could pay back over six months. He asked that the \$846.71 be returned to his back account. Mr. Ryals stated he would not have had a problem with paying the amount back if the problem had been his.

Mayor Pro tem Roberson inquired if the City had contacted him prior to receipt of the letter and Mr. Ryals answered, "no". Mr. Ryals explained that he talked with Michelle Scannel and she referred him to speak with the City Manager. Mr. Ryals noted that Mr. Alligood explained that the forum for dealing with the issue was to appear before City Council.

Councilman Brooks inquired how was the defective meter detected? Mr. Alligood was unsure of how the defective meter was detected, Keith Hardt, Electric Director is exploring this. Mr. Ryals explained he did not know the answer to that question. Mayor Jennings explained that the actual loss to the City was \$846.71 for five years (\$4,233.55), but our Code only allows for the City to recoup 12 months of charges. Councilman Mercer inquired when did the meter go wrong, if we put in a defective meter then it is the City's fault? Brian Alligood, City Manager explained that the meter has been replaced. Mayor Jennings felt staff could have communicated with him much better and Council will give staff guidance to resolve this matter. Mr. Alligood explained that the automatic billing caused the full amount to be drafted and we will reimburse his account.

MOMENT OF SILENCE – EVELYNE ROBERSON

Mayor Jennings asked for a moment of silence to remember and reflect on the passing of Evelyne Roberson. Mayor Jennings noted that Evelyne Roberson served this community in so many aspects, that it is hard to name them all. She was chair of the Human Relations Council as well as the Economic Development Commission and a Key Woman. She will be greatly missed.

COMMENTS FROM THE PUBLIC:

Harry Langley explained he has a problem at 503 West 13th Street. Water is coming up under his house and has rotted out some of the sills under his home. He explained that a ditch was closed up when BeeBee Park was built and now the water has nowhere to go and it stands under his house. Mayor Jennings explained staff will come out and take a look at his concerns.

Steve Rader discussed his concerns pertaining to the memo in the agenda regarding the demolition of 312 Water Street. Mr. Rader explained that he and many others feel the structure should not be taken down as it is a historic structure. If the house were destroyed, a vacant lot would be a negative for that neighborhood. He is asking Council to use the tools it has in the Demolition by Neglect ordinance and impose fines against the property owner. Mr. Rader met with the Historic Preservation Commission and the HPC adopted a resolution asking Council to use its tools in the ordinance to impose such fines against the owner, or use City funds to stabilize the structure and save the house. He is asking Council to move forward and try to save the house. The house is still sound and there are a number of people, including Mr. Rader's son that are interested in buying the structure. Mr. Rader explained that the owner of the house doesn't respond to or sign for any certified letters sent to him regarding the repair of the house. Delay is not a friend in the preservation of this house.

Mayor Jennings stated that twice now, tonight and at Mr. Rader's prior visit, reference was made to "many people who want to buy this property". Mayor Jennings said that if anything were to move forward, then the "many people" would need to step forward and be ready to purchase the property.

PUBLIC HEARING ON ZONING: NONE

PUBLIC HEARING OTHER: NONE

CORRESPONDENCE AND SPECIAL REPORTS:

MEMO – FESTIVAL PARK – ESTABLISHED PARTNER'S LIST

Eastern Elementary School PTA has requested permission to be added to the Festival Park Established Partner's list. I support this request, however I feel it should include all Beaufort County Schools. Therefore, I recommend Beaufort County Schools be added to the Established Partner's list for Festival Park. A partner sponsored event is defined as an event sponsored by a Washington based non-profit that brings measurable economic and/or community impact to the City of Washington. The City currently has joint use agreements with Beaufort County Schools. Beaufort County Schools are also allowed to rent Havens Gardens free of charge. I feel including them on the partners list is a good fit. BC Schools currently have a working relationship with the City and provide measurable community impact. This request was presented to the Recreation Advisory Committee on Monday, September 16. The Recreation Advisory Committee supported this recommendation. (Memo accepted as presented)

MEMO - HOURS OF OPERATION – MOORE AQUATIC & FITNESS CENTER

The City of Washington hired a new Aquatic Supervisor, Dalace Inman, in August. Over the last few weeks she has reviewed our current operating hours and part time work schedules. We would like to request a pool schedule increase by staying open Monday through Friday from 1:00 PM-3:00 PM for adult lap swim. Currently the pool is open Monday through Friday from 6:00 AM - 1 PM and 3:00 PM - 7:30 PM. We are open on Saturday from 10:00 AM - 6:00 PM and closed on Sunday. The total number of part time lifeguard staff hours is currently 135 hours per week.

The new hours of operation would be Monday - Friday from 6:00 AM - 7:30 PM and Saturday from 10:00 AM - 6:00 PM. The current part time schedules will be adjusted and the Aquatic & Fitness Supervisor will serve as the additional guard when needed. The total number of part time lifeguard staff hours will be 134½. The facility operating costs are the same whether we are open or closed. The proposed schedule will actually result in a .5 hour lifeguard staff savings per week and increase pool time for its adult members by 10 hours per week. Staff feels this will make a positive impact in the swimming community. This request was presented to the Recreation Advisory Committee on Monday, September 16. The Recreation Advisory Committee supported this recommendation. (Memo accepted as presented)

MEMO – ADDITIONAL SWING ON THE WATERFRONT

Kristi Roberson, Parks and Recreation Manager explained that Noon Rotary approached the Recreation Advisory Committee on September 16 to install a swing on the West end of the Waterfront. The swing will match the current swing located at Festival Park. The location for the new swing would be in front of Dock B. The Buildings & Grounds Supervisor has reviewed this location and it will not interfere with current irrigation lines. I have spoken with the Division of Water Quality and the Division of Coastal Management. Both agencies state with little modification, we will be able to proceed with this project. This request was presented to the Recreation Advisory Committee on Monday, September 16. The Recreation Advisory Committee supported this request.

Phil Holloman explained that Noon Rotary applied for and received a grant for a service project to install a second swing in front of Dock B identical to the current swing located at Festival Park. Council was in agreement and accepted the donation of the new swing.

MEMO – DEMOLITION – 312 WATER STREET

The governing body of the City may adopt and enforce ordinances relating to buildings or structures that fail to meet minimum standards of maintenance, sanitation, and safety. The minimum standards address conditions that are dangerous and injurious to public health, welfare, and safety and identify circumstances under which a public necessity exists for the repair, closing or demolition of such building and structures. If after a notice and hearing the Code Official determines that the property has not been properly maintained and failed to meet minimum standards an order is issued to require the owner to demolish and remove the building or structure.

This process occurred with the structure located at 312 Water Street, owned by Mr. William Henry. The City Council adopted an ordinance condemning the structure as unsafe and directing that it be demolished. The demolition bid was awarded to St. Clair Trucking. During the delay in demolition the Historic Preservation Commission, as is their obligation, sought alternatives to the demolition process. These alternatives included discussions with Preservation North Carolina, actively seeking a buyer for the property, and conducting maintenance on the property.

A resolution was presented to the Historic Preservation Commission (HPC) by Ms. Victoria Rolinsky Rader requesting that the HPC recommend to City Council to rescind its condemnation proceeding on the structure and either: 1) expend funds (which would be a lien on the property) to stabilize the house or 2) immediately impose maximum demolition by neglect fines on its owner until he stabilizes the structure. A petition was also presented that reflected persons who are interested in rescinding the order for demolition.

A copy of the previous Condemnation Ordinance, the Order to Remedy Defective Condition from the Code Official, a copy of the letter from Ms. Rolinsky-Rader, a copy of the petition from the concerned citizens, and the resolution from the Historic Preservation Commission were included in the agenda. (memo accepted as presented)

Councilman Mercer acknowledged there has been constant reference to “many people that want to buy this house”. There has been no action taken by anyone to purchase this property. Councilman Mercer noted that he doesn’t have a problem with delaying action on this item for a period not to exceed 90 days. If during this period of time there is not a contract to purchase the house, then Council will proceed with the demolition of the structure.

Steve Rader again stated that the problem is the owner, he basically doesn’t sign for mail from the City. Mr. Rader said something needs to be done to make the owner fix the house or sell it.

Mayor Jennings explained that unless the owner is compelled to take action, he is not going to take action. We could potentially place a lien against the property for work the City has already done at the property. If the City takes this course of action then we expect the “many people that want to buy this house” to come forward and take action. Mayor Jennings explained that this building has been deemed unsafe by the building inspector. Discussion was held regarding potential penalties/fines as well as other possible actions.

By motion of Councilman Mercer, seconded by Councilman Brooks, Council offered direction to the City Manager and City Attorney to proceed under the Demolition by Neglect Ordinance to impose fines in the category of taxes, liens or penalties and after serving the owner with the appropriate paperwork, grant 90 days to the process of resolution. Council suggested serving the owner via the Sheriff's Dept. in his residing county.

REPORTS FROM BOARDS, COMMISSIONS AND COMMITTEES:
FINANCIAL REPORTS (EMAILED AS AVAILABLE)

APPOINTMENTS – LIBRARY BOARD OF TRUSTEES

By motion of Mayor Pro tem Roberson, seconded by Councilman Brooks, Council appointed Joe Phipps to the Board of Library Trustees, to fill the expired term of Muriel Brothers, term to expire June 30, 2019.

Mayor Pro tem Roberson requested continuing the remaining appointment until the November meeting.

OLD BUSINESS:

AUTHORIZE – CITY MANAGER TO SIGN A CONTRACT WITH MID-EAST COMMISSION TO COMPLETE THE PARKS & RECREATION COMPREHENSIVE PLAN FOR THE CITY

City Manager, Brian Alligood explained that on May 15, 2013 the City was awarded the Community Transformation Grant to complete a Comprehensive Pedestrian Plan in the amount of \$10,000. The City accepted the Community Transformation Grant on May 20, 2013. This project has a completion date of July 2014. On May 15, 2013 the grant was awarded and on May 20, 2013 the City Accepted CTG \$10,000.

By motion of mayor Pro tem Roberson, seconded by Councilman Brooks, Council authorized the City Manager to sign a contract with Mid-East Commission to complete the City of Washington Comprehensive Pedestrian Plan.

MID-EAST COMMISSION

**City of Washington Comprehensive Pedestrian Plan Update Services Contract
July 1, 2013 – June 30, 2014**

THIS AGREEMENT, made this 21 day of October 2013, by and between the Mid-East Commission, hereinafter called the "Commission," and the City of Washington, North Carolina, hereinafter called the "Council."

WITNESSETH

WHEREAS, the Commission operates to provide Planning and Technical Assistance to Local Governments in Region Q, and

WHEREAS, the Council, has requested the assistance of the Commission.

NOW, THEREFORE, the Commission and the Council mutually agree as follows:

1. Employment and Scope of Work

The Council hereby agrees to engage the Commission and the Commission agrees to perform in a satisfactory and proper manner the work as described in the detailed "Scope of Services" set forth in Exhibit A, attached hereto, and by this reference made a part hereof.

2. Length of Contract

The work of the Commission shall commence on or after the 21 day of October 2013, and shall be undertaken and completed in such sequence as to assure expeditious completion in light of the purposes of this Contract; but, in any event, the work required herein shall not extend beyond the Scope of Services set forth in Exhibit A, and this contract and all conditions of this contract shall expire on the 30th day of June 2014.

3. Assignability

The Commission shall not assign any interest in this Contract, and shall not transfer any interest in the same whether by assignment or substitution, without the prior written consent of the Council, unless specifically contained in the Scope of Work.

4. Compensation and Method of Payment

The Council will pay the Commission for the services provided hereunder, based upon an hourly rate for actual hours of work provided to the Council by the Commission staff. Associated travel costs authorized by the Council will be an extra charge. Such travel will include periodic (monthly) trips around the City for evaluation purposes.

The total of services shall not exceed \$10,000.00. The Commission will issue an invoice to the Council on a Monthly Basis. The Council will issue a check to the Commission upon receipt of the agreed upon services as set forth in Exhibit A.

5. Termination of Contract for Cause

The Council shall have the right to terminate this Contract by giving written notice to the Commission of such termination forty-five (45) days before such effective date.

6. Changes

The Council may from time to time request changes in the Scope of Work or services to be performed by the Commission hereunder. Such changes, including any increases or decreases in the Commission compensation, which are mutually agreed upon by and between the Council and the Commission, shall be incorporated as written amendments to the Contract.

7. Records

The Commission shall maintain financial records pertaining to this Contract for three years after final settlement of the Contract or until cleared by audit.

8. Access to Records

The Commission shall have access to all pertinent records of the City of Washington to assist the Commission staff in providing planning and technical services and as a part of this contract to assure that proper recordkeeping is maintained.

9. Interest of Contractor

The Commission covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The Commission further covenants that in the performance of this contract no person having any such interest shall knowingly be employed.

10. Findings Confidential

Any reports, information, data, etc., given to or prepared or assembled by the Commission under this contract which the City of Washington requests to be kept confidential shall not be made available to any individual or organization other than the Washington City Council. The City of Washington is legally bound to disclose anything that is a public record.

11. Complete Agreement

This Contract contains the complete agreement of the Parties and may not be modified in any respect except by written amendment hereto.

12. Applicable Laws

The Parties agree that this document is to be governed, construed, and enforced in accordance with all of the laws of the State of North Carolina.

13. Property Rights

All documents, studies, reports, data, designs, drawings and other similar items produced by the Commission in the performance of this agreement shall be the sole property of the Council, and the City of Washington.

By: Timmy Baynes
Timmy Baynes, Executive Director
Mid-East Commission

Date: 10-21-13

Attest: James Harris

By: Archie Jennings
The Honorable Archie Jennings, Mayor
City of Washington

Date: 10/7/13

Attest: Cynthia



This instrument has been pre-audited
in the manner required by the Local
Government Budget and Fiscal Control Act.

Signed Matthew R. Ramey
Finance Officer

EXHIBIT A
SCOPE OF SERVICES

Task 1: Base Data Collection

Mid-East Commission Planners will work with the City to gather all available relevant documents relating to pedestrian concerns, such as: plans, ordinances and other relevant written documents as well as base GIS and/or CAD layers such as current land use and zoning, street layer, and if available, rights of way. This process is anticipated to begin in August 2013 and will be completed in December 2013.

Task 2: Organization Meeting with City Staff

Mid-East will meet with the City's designated project manager, any associated recreation department staff, and City Public Works staff for introduction to the project and to discuss roles in the process. This meeting will take place in August 2013. This meeting will result in:

- Finalization of scope and time lines
- Discussion of City roles and responsibilities
- Identification of stakeholder groups and target meeting dates

Task 3: Field Work

Mid-East will conduct an initial field survey of the City to gain familiarity with the street system, typical street conditions, areas of development, perceived "hot spots" for pedestrian traffic, potential off-road connectivity, etc. Town staff will be encouraged to facilitate this survey in order to point out and provide commentary on conditions from a community standpoint. Mid-East will document areas of interest identified through the field survey and conduct additional reconnaissance as needed. This process is anticipated to be completed in October 2013.

Task 4: Existing Conditions Map and Inventory

Mid-East will compile data already available to our office and supplement it with City, NCDOT, and other sources of data, as well as develop the initial field survey, to lead to the development of an existing conditions map. Data on this map will include: all streets, street widths, location of all existing pedestrian facilities, trails, and other pertinent items, existing zoning, right-of-way ownership, posted speed limit, ADT and traffic counts (including heavy vehicles), crash data, trip generators and destination points, regional context, utility easement mapping (if available), etc. Mid-East will present this draft map to the City staff for review. Mid-East will also produce a final Existing Conditions Map which will incorporate input from City and the Pedestrian Advisory Committee. This process is anticipated to begin in October 2013 and be completed in December 2013.

Project Inventory shall include:

- Origins and destination points, trip generators
 - Population and Demographics
 - Existing facilities – location, condition, accessibility, adherence to standards, clearance, barriers, gaps, hazards, connectivity, capacity, function, degree of use
 - Signage and markings, amenities
-
- Intersection conditions
 - Interface with other forms of transit
 - Current statutes, ordinances, policies, plans, programs, related staffing, agencies, committees, advocacy groups, partnerships and funding

Task 5: Advisory Committee Meeting I

Mid-East will facilitate the Advisory Committee meeting. This meeting will be conducted either in October or November of 2013. The agenda will include:

- Review and comment on the initial field survey findings
- Review of the existing conditions map(s) and inventory
- Identification and analysis of high-risk areas and populations
- Identification of Steering Committee member issues related to pedestrian planning
- Identification of any additional stakeholder groups (law enforcement, health, transportation, parks and recreation, planning, etc.) who should be interviewed to ensure that their needs are addressed in the planning process.

Task 6: Stakeholder Interviews

Mid-East Planning Staff will conduct stakeholder interviews with key individuals or organizations identified by the Advisory Committee or City staff. These interviews will be conducted in November and December of 2013.

Task 7: Open House I

Mid-East Planning Staff will plan and conduct a public meeting to inform the public of the project as well as gather feedback from the public on pedestrian and mobility issues and concerns. This interactive meeting will give participants the opportunity to indicate their residential location, their priorities for projects, etc. The Mid-East will work along with the City to advertise for the meeting as well as secure a location for the meeting. Planning for this meeting will begin in November 2013 with the meeting to be conducted in January 2014.

As part of this public input step, Mid-East will create an online survey through Survey Monkey to gather additional public input. The Mid-East will be responsible for advertising the survey while the City will be responsible for posting a link to the survey on the City website.

Task 8: Advisory Committee Meeting II

Mid-East will conduct a second Advisory Committee meeting to review the public meeting results with the Committee. The meeting will be structured to provide direction for preparation of a draft plan. This meeting is anticipated to take place in February 2014.

Task 9: Preparation of Draft Pedestrian Master Plan

Mid-East will begin drafting the updated plan, based upon input from the Advisory Committee and other citizen comments. Writing of this draft is anticipated to begin in February 2014 and be completed in March of 2014. The Plan will follow NCDOT's expanded municipal pedestrian plan template, addressing the following items:

- Vision, Goals and Scope (immediate concerns and long term aspirations)
-

- An explanation of the benefits of walking
- General Description of Existing Facilities, Current Conditions, Trends, Policies, Projects, and Programs
- Existing Conditions Map depicting the entire project area (the City and its ETJ) in terms of current pedestrian facilities, streets, trails, origin/destination points, areas of focus, water bodies, topography, zoning, and other pertinent information.
- Identification of Target Populations, Unique Opportunities and Relevant Issues
- Overall Project Recommendations and Implementation Strategy, including coordination with existing related plans, regulations, and ordinances, as well as State and Federal guidelines
- Recommended Policies, Ordinance Modifications and Programs, including enforcement, community awareness, incentive and safety
- Recommended Implementation Strategies including potential partnering agencies and organizations
- Specific Project Identification and Priority List
- Comprehensive System Map clearly showing each proposed project according to location and type, proposed public transit routes and facilities, and other pertinent information.
- Facility Standards and Guidelines for sidewalk improvements, off-road multi-use paths, signage, signalization, etc.
- Cost Estimates for Proposed Facilities
- Funding strategies and recommendations for implementation and maintenance (including but not limited to grant information, local budget recommendations and maintenance programs, staffing, committee formation, ongoing evaluation)
- Specific references to additional existing documents that may aid implementation of the Plan.
- A guide to the State, regional, and local adoption and approval process for the Plan

Task 10: Open House II

Mid-East Planning Staff will present a project plan for public review at a second Open House meeting. Staff will convey how previous public input has shaped the plan, and elicit public reaction to the overall plan and project priorities. Like the first Open House, this meeting will be interactive and oriented to achieve maximum citizen input on the plan and project recommendations. Mid-East will facilitate and provide all materials for the meeting, with the Mid-East working along with the City to advertise the meeting and securing the meeting location. Planning for this meeting will begin in March 2014 with the meeting to take place in April 2014.

Task 11: Advisory Committee Meeting III

Mid-East will conduct a third Advisory Committee meeting to review the second public meeting results and the draft plan with the Committee. The meeting will be structured to provide direction for revising the draft plan. This meeting would be anticipated to take place in April 2014.

Task 12: Review of Draft Pedestrian Plan

After incorporating the review decisions of the Advisory Board, Mid-East will submit the plan draft to NCDOT Division 2, and the Mid-East RPO for review and comment. If significant

revisions to the Plan are recommended, a fourth Advisory Committee meeting may be required to determine final revisions. Mid-East will periodically apprise the reviewing agencies of the project as it progresses. Mid-East will make the plan draft available for public review and comment, on the web through the City website, throughout the development of the project. This process will begin in April 2014 and conclude in May 2014.

Task 13: Plan Revision and Final Assembly

Mid-East will make revisions to the Plan based upon agency comments. Mid-East will then resubmit the draft to the City Recreation Advisory Committee and Planning Board. Mid-East will attend the review meeting of both the Recreation Advisory Committee and Planning Board, answer questions, and make necessary revisions to the Plan per recommendations. This process will begin in April 2014 and conclude in June 2014.

Task 14: Plan Adoption

Mid-East will attend a meeting of the City Council that will include a public hearing in order to present the Plan, answer questions, and otherwise assist the City staff with the Plan. Mid-East will revise the Plan per recommendations by the City Council. Additionally, Mid-East will submit the Plan to the Mid-East RPO for endorsement. The City will be responsible for advertising the public hearing. Mid-East will make its presentation in June 2014 and make necessary corrections for the July 2014 City Council meeting.

Task 15: Final Delivery

Upon adoption of the Plan by the City Council in July of 2014, Mid-East will furnish the City with the following:

- 15 printed copies of the final bound document with reduced (11"x17") maps and Executive Summary
- One complete Plan in PDF format
- All original electronic files used to generate the PDF file in editable Microsoft Office programs with full access rights
- One print ready original
- All ArcGIS files used to create the maps in ArcGIS 10 format.

ACCEPT/AWARD – BIDS AND AWARD CONTRACT **LIGHTHOUSE RESTROOMS**

City Manager Brian Alligood explained that the Lighthouse restroom sub-committee has completed work on final specifications and materials for the project. Mosley Design Group has completed work on a set of sealed drawings in order to begin the process of bidding the project. Site layout services, including surveying, grading and site plans have been completed. Bid documents were completed and an "Invitation to Bid" was extended. A pre-bid meeting was held on Thursday, August 29, 2013. Sealed bids for the construction of the Lighthouse Restrooms were received until 4:00 pm September 18, 2013. Bids were opened at that time. Appropriation

approved as part of 2012-2013 budget in the amount of \$300,000. At the last meeting, Council asked staff to find a way to possibly close the gap for this project. We have value engineered \$18,710 out of the bid. Our request to Council is to approve the negotiated bid amount of \$331,222. Funds to cover the gap was found with the overage on the boardwalk project, Peterson Building roof project as well as several other projects.

Councilman Mercer discussed delaying the handicap ramp at the Peterson Building and using that money for the gap in the Lighthouse project. Mr. Alligood explained that the handicap ramp is not code compliant and this is why we are replacing the ramp. Mayor Jennings noted that we worked with the low bid without degrading the project and staff identified \$18,710 in savings. Mr. Alligood reviewed some of the changes to the project that resulted in the cost savings. Mayor Jennings noted that we need to award the contract either with or without the proposed changes (\$318,222 or \$341,932). Councilman Brooks asked if the changes still meet code and Mr. Alligood stated they do. Mayor Pro tem Roberson inquired if the Department of Insurance had reviewed the plans. Mr. Alligood explained that this project is not required to be reviewed by the Department of Insurance due to the square footage of the project.

A motion was made by Councilman Pitt, seconded by Councilman Brooks, to accept the bids as presented and award the construction contract to the lowest responsible bidder, White Construction and Design, in the negotiated amount of \$331,222. Voting for the motion: Pitt and Brooks. Opposing the motion: Mercer and Roberson. A tie resulted, Mayor Jennings voted in favor of the motion, thus the motion carried 3-2.

Construction Bids Submitted:

White Construction & Design	\$349,932
AR Chesson Co.	\$369,272
Stocks & Taylor Construction	\$385,000

Negotiated Bid:

White Construction & Design

Alternate Pricing:	Septic Sewer	-\$ 7,000
	Plumbing	-\$ 2,110
	Electrical	-\$ 2,100
	Mechanical	-\$ 5,000
	Windows/Doors	<u>-\$ 2,500</u>
		-\$18,710

<u>White Construction & Design</u>	\$349,932
	<u>-\$ 18,710</u>
	\$331,222

**AWARD/APPROVE – BID TO REPLACE THE PETERSON BUILDING
HANDICAP RAMP AND ENTRANCE TO HORTON CONTRACTORS AND
APPROVE PURCHASE ORDER (\$33,800)**

City Manager Brian Alligood explained that three bids to replace the Peterson Building handicap ramp and entrance were received and Horton Contractors was the low bid. The ramp and entrance will match the Civic Centers. Horton was also the contractor for the Civic Center deck. \$34,000 was budgeted in the 2013/2014 budget.

Mayor Pro tem Roberson discussed the possible exceptions regarding historic structures. Councilman Mercer stated that the code may not be up to today's code, but it met code when it was installed and should still meet code until it is modified. Mayor Jennings inquired if the ramp needed to be replaced due to its condition or to lack of meeting code. John Rodman, Community & Cultural Services Director explained that the railings on the handicap ramp are unsafe, not the ramp itself, the ramp does not meet the existing building code. Mayor Pro tem Roberson noted that the money to fund the replacement of the entrance as well as the handicap ramp at the Peterson Building was approved in the budget.

By motion of Mayor Pro tem Roberson, seconded by Councilman Brooks, Council awarded the bid to replace the Peterson Building handicap ramp and entrance to Horton Contractors and approve a \$33,800 purchase order.

BID TABULATION

Bid for Peterson Building Porch and Ramp
Opened: 10:00 AM, Thursday
September 17, 2013

<u>Item</u>	<u>Description</u>	<u>Horton Contractors</u>	<u>Paul Woolard Constr.</u>	<u>Stocks & Taylor</u>
1	Labor and material to build ramp and porch at the Peterson Building	\$33,800.00	\$35,802.00	\$52,000.00

Recommendation: The recommended vendor would be Horton Contractors.

Signed: Michael Whaley

Requisition Form

Requisition #:13595
PO #: Not Assigned
HORTON CONTRACTOR INC.
121 BATH CIR
WASHINGTON, NC 27889

Date 09-18-2013
Total Amount: \$33,800.00

Quantity Description	Unit Price	Extended
1	\$33,800.00	\$33,800.00

10-40-6123-7401 INSTALLMENT PURCHASES \$33,800.00

APPROVE – BOARDWALK REPAIR AND PURCHASE ORDER (\$22,777)

Brian Alligood, City Manager explained that the completion of the last phase of the boardwalk repair was sent out to bid. Three proposals were received. One of the three was rejected because it did not adhere to the bid request. Roanoke Electric submitted the lowest bid and it will be awarded to them. They also did the work for the second phase of this project. \$25,000 was approved for this project in the 2013-2014 budget. The bidder is aware of the time frame required for the project.

Roanoke Electric: \$22,770

Paul Woolard: \$26,992

Turning Point: \$26.19/ft.

By motion of Councilman Brooks, seconded by Mayor Pro tem Roberson, Council approved a \$22,777 purchase order to complete the repair of the waterfront boardwalk.

Requisition Form

Requisition #:13595
PO #: Not Assigned

Date 09-18-2013
Total Amount: \$22,777.00

ROANOKE ELECTRIC CORPORATION
PO BOX 7
PANTEGO, NC 27860

Quantity Description	Unit Price	Extended
1	\$22,777.00	\$22,777.00

10-40-6130-7400 CAPITAL OUTLAY \$22,777.00

ADOPT – EDA GRANT PROJECT ORDINANCE AND ADOPT THE BUDGET ORDINANCE AMENDMENT FOR THE TRANSFER OF CITY'S MATCH

Brian Alligood, City Manager explained that this item is a technical correction to the previous action taken by Council last month. The budgeted amounts for engineering fees have been revised to reflect that the 16" water line project will not have any fees and both ordinances have been revised to reflect the correct amounts. Mr. Alligood explained the engineering design fees are not part of the grant and was inadvertently included in the budget/project ordinance presented last month. Allen Lewis, Public Works Director explained that the engineering/design fees were budgeted in the 2011-2012 budget and the money was appropriated in the 2012-2013 budget. The EDA grant does not include the design work, but the construction portion is

included in the EDA grant. Mayor Jennings noted that staff is correcting the numbers to ensure the ordinances are correct.

By motion of Councilman Pitt, seconded by Councilman Brooks, Council adopted the EDA Grant Project Ordinance to the revised amounts on the Grant Project Ordinance Amendment and the Budget Ordinance Amendment for the transfer of the City's match.

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE
OF THE CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2013-2014**

BE IT ORDNANIED by the City Council of the City of Washington, North Carolina:

Section 1. That the following accounts of the Water and Sewer Fund revenue budget be increased by the respective amounts indicated for the City's cost share of the EDA Grant.:

30-90-3991-9910	Fund Balance Appropriated	\$	706,133
32-90-3991-9910	Fund Balance Appropriated		<u>703,974</u>
	Total	\$	1,410,107

Section 2. That the following accounts of Water and Sewer Fund appropriations Budget be increased by the respective amounts indicated for the City's cost share of the EDA Grant.:

30-90-6610-9276	Fund Balance Appropriated	\$	706,133
32-90-6610-9279	Fund Balance Appropriated		<u>703,974</u>
	Total	\$	1,410,107

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. This ordinance shall become effective upon its adoption.

Adopted this the 7th day of October, 2013.

ATTEST:

s/Cynthia S. Bennett, CMC
City Clerk

s/N. Archie Jennings, III
Mayor

**GRANT PROJECT ORDINANCE FOR THE EDA
GRANT AWARD
CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2013-2014**

BE IT ORDAINED by the City Council of the City of Washington, North Carolina, that pursuant to Section 13.2 of Chapter 159 of the General Statues of North Carolina, the following grant project ordinance is hereby adopted:

Section 1. The project authorized is to provide funds for the design and construction of water and sewer infrastructure improvements.

Section 2. The officers of this unit are hereby directed to proceed with the project within the terms of the grant agreements and documents.

Section 3. The following amounts are appropriated for the project:

76-90-8221-0400	Admin. & Legal- Water Line	\$	10,280
76-90-8221-0405	Architectural & Eng.- Water Line		0
76-90-8221-0410	Other Architect & Eng.- Water Line		0
76-90-8221-0420	Proj. Insp. Fees & Audit- Water Line		0
76-90-8221-4500	Construction- Water Line		940,701

76-90-8221-9900	Contingency- Water Line	102,391
76-90-8221-0401	Admin. & Legal- Liquid Chlorine	3,068
76-90-8221-0406	Architect & Eng.- Liquid Chlorine	31,470
76-90-8221-0415	Other Arch. & Eng.- Liquid Chlorine	10,004
76-90-8221-0425	Inspect Fees- Liquid Chlorine	19,071
76-90-8221-4505	Construction- Liquid Chlorine	280,722
76-90-8221-9901	Contingency- Liquid Chlorine	30,555
77-90-8221-0400	Admin. & Legal- Cherry Run	1,070
77-90-8221-0405	Architectural & Eng.- Cherry Run	10,971
77-90-8221-0410	Other Architect & Eng.- Cherry Run	3,488
77-90-8221-0420	Proj. Inspect Fees- Cherry Run	6,649
77-90-8221-4500	Construction- Cherry Run	97,866
77-90-8221-9900	Contingency- Cherry Run	10,652
77-90-8221-0401	Admin. & Legal- Generator	5,066
77-90-8221-0406	Architectural & Eng.- Generator	51,969
77-90-8221-0411	Other Architect & Eng.- Generator	16,520
77-90-8221-0425	Proj. Inspect Fees- Generator	31,494
77-90-8221-4505	Construction- Generator	463,577
77-90-8221-9901	Contingency- Generator	50,458
77-90-8221-0402	Admin. & Legal – Water & Bonner	5,516
77-90-8221-0407	Architect & Eng.- Water & Bonner	56,589
77-90-8221-0412	Other Architect.- Water & Bonner	17,989
77-90-8221-0426	Proj. Inspect Fees- Water & Bonner	34,292
77-90-8221-4506	Construction- Water & Bonner	504,784
77-90-8221-9902	Contingency- Water & Bonner	54,944
	Total	<u>\$ 2,852,156</u>

Section 4. The following revenue is anticipated to be available to complete this project:

77-90-3480-0000	EDA Grant Funds- Water	\$ 722,129
77-90-3480-0000	EDA Grant funds- Sewer	719,920
76-90-3980-0000	City Contribution- Trans. Water Fund	706,133
77-90-3980-0000	City Contribution- Trans. Sewer Fund	<u>703,974</u>
	Total	<u>\$ 2,852,156</u>

Section 5. The Finance Officer is hereby directed to maintain within the Grant Project Fund sufficient detailed accounting records to satisfy the requirements of the EDA grant agreements.

Section 6. Funds may be advanced from the Water and Sewer Funds for the purpose of making payments that are due. Reimbursement requests should be made to the granting agency in an orderly and timely manner.

Section 7. The Finance Officer is directed to report, on a monthly basis, the financial status of each project element in Section 3 and on the total grant revenues received or claimed.

Section 8. The Budget Officer is directed to include a detail analysis of past and future costs and revenues on this grant project in every budget submission made to the City Council.

Section 9. Copies of this grant project ordinance shall be furnished to the City Clerk, Budget Officer, and Finance Director for direction in carrying out this project.

Section 10. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 11. This ordinance shall become effective upon its adoption.

Adopted this the 7th day of October, 2013.

ATTEST:

s/Cynthia S. Bennett, CMC
City Clerk

s/N. Archie Jennings, III
Mayor

**APPROVE/AUTHORIZE – APPROVE CDBG SBEA JUMPSTART
WASHINGTON PROMISSORY NOTES AND AUTHORIZE THE MAYOR TO
EXECUTE THE LEGALLY BINDING COMMITMENTS**

Legally binding commitments and promissory notes have been developed to protect the City's interest should a business not fulfill the requirements of the grant.

A motion was made by Mayor Pro tem Roberson and seconded by Councilman Brooks, Council approved the Promissory Notes and authorized the Mayor to execute the Legally Binding Commitments for the respective businesses participating in the CDBG SBEA Jump Start Washington grant program.

Councilman Mercer discussed his concerns with this grant and the lack of language regarding job creation and the required length of time to keep the job for the grant.

Councilman Mercer opposed the motion and the motion carried 3-1.

**APPROVE/AUTHORIZE – PROMISSORY NOTE AND DEED OF TRUST AND
AUTHORIZE THE CITY MANAGER TO EXECUTE A LEGALLY BINDING
COMMITMENT WITH METROPOLITAN HOUSING AND COMMUNITY
DEVELOPMENT CORPORATION, INC.**

City Manager, Brian Alligood explained that the Department of Commerce and Community Assistance closed CDBG grant 05-C-1490 because none of the five homes were constructed and sold to qualifying individuals. The City contributed \$90,000 to the project and the grant was for an additional \$250,000. All of the funds were expended and we are required to repay \$250,000 at the rate of \$83,333 per year for three years beginning July 1, 2013. The original repayment plan was for ten years but was rejected by HUD. The ruling is being appealed. The repayment will be reduced \$50,000 for each home that is built and occupied but prior repayments are not eligible to be returned to the City. The City currently has a promissory note for the original contribution of \$60,000. The City Manager will be discussing this agreement with Reverend Moore and developing a plan to have the homes built and occupied. DCA is meeting with the City Manager on Friday to discuss the repayment plan. Staff is asking for the ability to amend the agreement as needed, if there are any positive changes that come out of the meeting with Richard Self, DCA

Councilman Mercer noted a needed correction to the agreement on page 3 item #11. The term “on or before June 30, 2016” should be deleted.

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council approved the Promissory Notes as well as the Deed of Trust and authorized the City Manager to execute a Legally Binding Commitment with Metropolitan Housing and Community Development Company, Inc. with the amendment on page 3 item #11 that the term “on or before June 30, 2016” should be deleted.

(recess)

NEW BUSINESS:

**ACCEPT/ADOPT – RECOMMENDED MANAGEMENT STRUCTURE OF THE
WATERFRONT DOCKS AND ADOPT RESOLUTION CREATING THE
WATERFRONT ADVISORY COMMITTEE**

In accordance with a memorandum by City Manager Brian Alligood on the recommended management structure of the waterfront docks, the memo advised the creation of a 5 member Waterfront Advisory Committee to assist and make recommendations to a proposed dock master and to City Council. Members would include 3 at-large members and 2 members of the WHOA Maritime Committee. All 5 members would be appointed by City Council. The creation of the committee would allow the committee to begin the process of establishing goals and objectives for the waterfront docks.

Mayor Pro tem Roberson noted that term limits need to be established and those terms should be staggered. Mayor Jennings suggested ex-officio membership as well. The suggested rewrite is as follows:

“The City Council shall appoint a 5 member Waterfront Advisory Committee, two of the five members will be recommended from the Washington Harbor District Alliance’s Maritime Committee for a term of three years. The initial appointments will be staggered terms with three members serving three year terms and two members serving two year terms. There shall be an ex-officio member from the Recreation Advisory Committee appointed to the Waterfront Advisory Committee and an ex-officio member from the Waterfront Advisory Committee appointed to the Recreation Advisory Committee.”

By motion of Mayor Pro tem Roberson, seconded by Councilman Mercer, Council accepted the recommended management structure of the waterfront docks with the suggested revisions and adopted the Resolution creating the Waterfront Advisory Committee with the following revisions “The City Council shall appoint a 5 member Waterfront Advisory Committee, two of the five members will be recommended from the Washington Harbor District Alliance’s Maritime Committee for a term of three years. The initial appointments will be staggered terms with three members serving three year terms and two members serving two year terms. There shall be an ex-officio member from the Recreation Advisory Committee appointed to the Waterfront Advisory Committee and an ex-officio member from the Waterfront Advisory Committee appointed to the Recreation Advisory Committee.”

**RESOLUTION OF THE CITY OF WASHINGTON CREATING THE
WATERFRONT ADVISORY COMMITTEE**

WHEREAS, Washington City Council wishes to establish an advisory committee in order to provide recommendations to City Council regarding the management of the waterfront docks according to the *Washington Waterfront Docks Business Plan* and to advance the goals and objectives of said Plan; and

WHEREAS, the City of Washington waterfront is an invaluable resource, rich in history, open space, recreation, cultural events and water-based activities; and

WHEREAS, the City of Washington objective is for the waterfront to be welcoming to and for the benefit of all City residents and visitors and be self-sufficient while continuing to provide a high level of service to its users; and

WHEREAS, the Washington City Council has endorsed the *Washington Waterfront Docks Business Plan* to provide a management structure that will reduce costs, focus attention on the unique recreation/ business aspects of the docks, allow continued oversight of City Council by committee appoints and allow the waterfront docks to flourish; and

WHEREAS, said advisory committee, representing stakeholder interests, can greatly assist in making recommendations, clarifying positions on issues, identify opportunities for development, and help achieve goals and objectives of the Washington waterfront;

NOW, THEREFORE BE IT RESOLVED that the Waterfront Advisory Committee is hereby established as an advisory committee to the Mayor and the City Council; and

BE IT FURTHER RESOLVED that:

1. The Waterfront Advisory Committee shall consist of five (5) members representing a variety of knowledge of waterfront water based activities.
2. The City Council shall appoint a 5 member Waterfront Advisory Committee, two of the five members will be recommended from the Washington Harbor District Alliance’s Maritime Committee for a term of three years. The initial appointments will be staggered terms with three members serving three year terms and two members serving two year terms. There shall be an ex-officio member from the Recreation Advisory Committee appointed to the Waterfront Advisory Committee

and an ex-officio member from the Waterfront Advisory Committee appointed to the Recreation Advisory Committee.

3. Staff assistance to the Waterfront Advisory Committee shall be managed by the Department of Community and Cultural Services with assistance from other staff as needed.
4. The Waterfront Advisory Committee shall meet on a monthly basis and will be formed for specific activities with the expectation that they will report to City Council on a monthly basis.

BE IT FURTHER RESOLVED that this motion shall take effect upon adoption.

Adopted this the 7th day of October, 2013 in Washington, North Carolina.

ATTEST:

s/Cynthia S. Bennett, CMC
City Clerk

s/N. Archie Jennings, III
Mayor

**ADOPT – BUDGET ORDINANCE AMENDMENT IN THE AIRPORT FUND FOR
PURCHASE OF FLEX WING MOWER (\$15,752)**

Approval of this budget ordinance amendment will allow for the purchase of a flex wing or "batwing" mower to be used in conjunction with an existing tractor we have in Public Works. This mower has a 15' cutting span and will be used to mow the infield at the airport where finish mowing is not necessary. City Manager, Brian Alligood explained that this item will be funded from fund balance in the Airport Fund.

By motion of Councilman Pitt, seconded by Councilman Brooks, Council adopted a budget ordinance amendment from fund balance in the airport fund for the purchase of a flex wing mower.

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE
OF THE CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2013-2014**

BE IT ORDAINED by the City Council of the City of Washington, North Carolina:

Section 1. That the following accounts of the Airport Fund revenue budget be increased by the respective amounts indicated for the purchase of a flex wing mower:

37-90-3991-9910	Fund Balance Appropriated	\$15,752
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Section 2. That the following accounts of Airport Fund appropriations budget be increased by the respective amounts indicated:

37-90-4530-7400	Capital Outlay	\$15,752
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Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. This ordinance shall become effective upon its adoption.

Adopted this is the 7th day of October, 2013.

ATTEST:

s/Cynthia S. Bennett, CMC
City Clerk

s/N. Archie Jennings, III
Mayor

AUTHORIZE – MANAGER TO SIGN THE FY 2014-2020 AIRPORT TIP

Brian Alligood, City Manager explained this submission is being made to allow the Division of Aviation to prioritize airport improvement projects throughout the state of North Carolina. Only if the Division of Aviation awards grant funds to an airport sponsor will the City be asked to secure the local matching funds. The form has been reviewed by Talbert & Bright, our airport engineers, as well as the Airport Advisory Board. Signing this document does not commit the City to providing any funds for the projects listed on this form.

By motion of Mayor Pro tem Roberson, seconded by Councilman Brooks, Council authorized the City Manager to sign the attached FY 2014-2020 TIP submission for Warren Field.

WARREN FIELD TRANSPORTATION IMPROVEMENT PROGRAM (TIP) 2014-2020 PROJECT LISTING			
	DESCRIPTION	FISCAL YEAR	TOTAL EST. COST
Division of Aviation Minimums:			
1. Runway 5 RPZ Land Acquisition for Existing RPZ and Future Runway Extension RPZ	Purchase remaining portion of existing Runway 5 RPZ in fee and purchase RPZ land for future runway extension in either fee simple or avigation easement for extended runway.	2016	\$ 300,000
Total Cost to bring airport up to Division of Aviation minimums:			
Division of Aviation Recommended:			
2. Runway 5-23 Pavement Rehabilitation - Overlay (Design)	Design Overlay for Runway 5-23 to rehabilitate the pavement surface and strengthen existing pavement to accommodate aircraft up to 60,000 lb.	2014	\$ 150,000
3. Runway 5-23 Lighting Rehabilitation (Design and Construction)	Rehabilitation on Runway 5-23 Lighting will include new lights, conduit, cable, and signs.	2014	\$ 295,000
4. Runway 5-23 Rehabilitation (Construction)	Construction of Overlay for Runway 5-23 to rehabilitate the pavement surface and strengthen existing pavement to accommodate aircraft up to 60,000 lb.	2015	\$ 2,230,000
5. EA & Justification for Future Runway Extension to 5,500'	Perform Justification Study to extend Runway 5-23 to 5,500' and complete necessary Environmental Assessment for the Runway 5-23 Extension	2016	\$ 150,000
6. Runway Extension & Parallel Taxiway (Design)	Includes subsurface investigation, survey and design of a 500' extension of Runway 5-23 to provide 5,500' runway length and design of a parallel taxiway between the new end of Runway 5 and Taxiway C	2017	\$ 140,000
7. Runway Extension & Parallel Taxiway (Construction)	Includes construction of a 600' extension of Runway 5-23 to provide 5,500' of runway length and construction of a parallel taxiway between the new end of Runway 5 and Taxiway C	2018	\$ 2,035,000
8. Taxiway Edge Lighting	New Taxiway Lighting for existing Taxiway A and C which serve Runway 5-23 and do not currently have taxiway edge lighting	2019	\$ 300,375
Total Cost to bring airport up to Division of Aviation recommended:			
Additional Airport Requested Projects:			
9. Sewer Line Extension to Terminal Area	Project involves installation of approximately 2,400 LF of new gravity sanitary sewer line from the intersection of Airport Road and Market Street to the terminal area to serve existing and future corporate hangar tenants and the maintenance hangar.	2016	\$ 250,000
10. Maintenance Hangar	Project includes design and construction of new 100'x100' maintenance hangar. The airport requests the ability to reserve FY 14, 15 and 16 Vision 100 Funds to complete this project	2016	\$ 650,000
11. Runway 17 & 35 Land Acquisition for RPZ	Purchase Runway 17 & 35 RPZ in fee	2016	\$ 150,000
12. T-Hangar	Includes Construction of new 6-Unit T-Hangar, site prep, and necessary taxiway located south of the existing T-Hangar development. The airport requests the ability to reserve FY 17, 18 and 19 Vision 100 Funds to complete this project	2019	\$ 560,000
13. Clearing on Airport Property	Project includes removal of trees on airport property within the airport perimeter fence to eliminate habitat for wildlife which could be a hazard to aircraft landing at the airport.	2019	\$ 385,000
14. Approach Lights	Install an ODALS for Runway 5 to improve visibility minimums	2020	\$ 500,000
Total Cost for airport requested projects:			
Total all improvements			\$ 8,095,375

I CERTIFY THAT THE PROJECTS REQUESTED IN THIS 2014 – 2020 TIP SUBMISSION HAVE BEEN REVIEWED BY THE GOVERNING BOARD OF THE SPONSOR RESPONSIBLE FOR FUNDING THE LOCAL SHARE OF THE PROJECT AND THAT SAID BOARD HAS FORMALLY APPROVED THE SUBMISSION OF THESE REQUESTS FOR STATE AID TO AIRPORTS (AND THE STATE BLOCK GRANT PROGRAM WHERE APPLICABLE)

Signed Brian M. Alligood Date 10/7/2013
Name & Title (print) Brian M. Alligood, City Manager

**AUTHORIZE – MANAGER TO EXECUTE A LEASE AGREEMENT WITH
EASTERN FLYING SERVICE, INC., FOR THE LEASE OF THE CORPORATE
HANGAR AT WARREN FIELD AIRPORT (JAMES BRINKLEY)**

Brian Alligood, City Manager explained the request for a Corporate Hangar Lease Agreement with Eastern Flying Service, Inc. This hangar has been vacant since the storm that damaged it hit the airport on July 1, 2012. Repairs are being completed and we now have a new tenant to lease the facility. The agreement has been reviewed by the City Attorney and staff recommends Council’s approval of the lease agreement.

Councilman Mercer discussed potential amendments to Section Two, Paragraph Two.

By motion of Councilman Brooks, seconded by Mayor Pro tem Roberson, Council authorized the City Manager to execute the lease agreement with Eastern Flying Service, Inc., for the lease of the corporate hangar at Warren Field Airport with suggested revisions by the City Attorney.

NORTH CAROLINA
BEAUFORT COUNTY

CORPORATE HANGAR LEASE AGREEMENT

THIS CORPORATE HANGAR LEASE AGREEMENT ("Lease"), is made, entered into, and executed in duplicate originals as of the 22nd day of November, 2013, by and between **THE CITY OF WASHINGTON**, a body politic and corporate under Chapter 160A of the North Carolina General Statutes and having a principal address of P.O. Box 1988, Washington, NC 27889 ("LESSOR"), and **EASTERN FLYING SERVICE, INC.**, a North Carolina corporation, having a principal address of 1191 Dover Fort Barnwell Road, Dover, NC 28526 ("LESSEE").

WITNESSETH:

That, pursuant to Chapter 63 of the North Carolina General Statutes, including but not limited to North Carolina General Statute § 63-53 and other relevant statutory authority, and for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, and in consideration of the mutual covenants contained herein as well as the valuable consideration paid and to be paid, LESSOR does hereby demise and lease unto LESSEE, and LESSEE does hereby accept from LESSOR, that certain tract or parcel of land, including corporate hangar situated thereon, ("premises") lying and being at Warren Field Airport ("Airport") in Washington Township, Beaufort County, North Carolina, more particularly described as follows:

MEASURING 80 feet by 66 feet, containing approximately 5,280 square feet and being the footprint of the hangar, specifically exclusive of all adjacent and nearby taxiways, access ramps, aprons, parking areas or other paved surfaces or grounds, more particularly shown on Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD said land and premises together with all privileges and appurtenances thereto belonging to it, LESSEE, upon the following terms and conditions.

SECTION ONE
Use of Airport

Subject to the express conditions contained in Section 7, Part B hereof, LESSOR grants LESSEE the non-exclusive use, in common with others similarly authorized, of the Airport, together with all adequate space and facilities consisting of sufficient ground area to permit the efficient taxiing, servicing, taking off; equipment; improvements and services which have been or may hereafter be provided at or in connection with the Airport from time to time, including, but not limited to, the landing field and any extensions thereof or additions thereto, roadways, runways, aprons, taxiways, floodlights, landing lights, beacons, signals, radio aids, and any and all other conveniences for flying, landing, and takeoff.

1 Corporate Hangar Lease – Eastern Flying Service, Inc. – Approved by Council 10/7/2013

LESSOR grants LESSEE the non-exclusive right, in common with others similarly authorized, to load and unload persons and property as is customary in said Airport so long as the normal routine of Airport operations is not interfered with or made burdensome and to install, maintain, and operate radio communications, meteorological and aerial navigations and such other equipment and facilities, in, on or about the premises herein leased, as may be necessary and convenient for LESSEE's operation so long as all applicable city, county and governmental regulations are complied with.

LESSOR grants LESSEE, its employees, customers, passengers, guests, and other licensees or invitees (collectively, "LESSEE's permittees"), the non-exclusive use, in common with others similarly authorized, of all public space in the terminal building of the Airport as well as all additional public space that may hereafter be made available therein and any additions thereto, including, but not limited to, the lobby, passenger lounges, waiting rooms, hallways, rest rooms, rooms for flight personnel and other public and passenger conveniences.

SECTION TWO
Acceptance, Maintenance and Use of Premises

LESSEE agrees to accept the premises and the grounds immediately adjacent thereto in the physical condition in which the same now is. LESSEE further agrees to maintain the premises and the grounds immediately adjacent thereto in at least a like condition during the term of this Lease, normal wear and tear excepted. Said maintenance shall include mowing such that any grass shall not reach a height of more than six (6) inches and other customary upkeep. LESSEE further agrees to maintain the premises and the grounds immediately adjacent thereto in a clean, neat and orderly manner so as to promote the use of the Airport, and further agrees to abide by such reasonable requests as may be made by LESSOR for the proper use and maintenance of the Airport to the end that the general welfare of the public may be promoted and served thereby, and that there not be permitted any accumulation of non-aviation equipment or discarded junk or the discharge of hazardous or regulated chemicals onto the Airport. LESSEE further agrees to surrender the premises and the grounds immediately adjacent thereto back to LESSOR in as good a condition as the same now is, ordinary wear and tear excepted, upon termination of this Lease. The parties expressly understand that LESSOR may develop the grounds immediately adjacent to the premises; in which case, the maintenance obligation described herein shall decrease as directed by LESSOR. As used herein "grounds immediately adjacent" shall mean the areas between the hangar and the pavement located generally to the north, the taxiway located generally to the west, the middle of the ditch located generally to the south, and the fence located generally to the east.

The premises are to be used only for aircraft related operations and limited to the storage of private aircraft owned or leased by LESSEE as well as for the repair and maintenance of LESSEE'S private aircraft or aeronautical equipment only. In addition to the foregoing, LESSEE is specifically authorized to store in the hangar equipment necessary for LESSEE to fulfill its maintenance obligation hereunder and a seed auger truck, two forklifts, and a compact tractor so long as the same are utilized as support equipment for the aircraft that are stored in the hangar. Only licensed and airworthy private aircraft owned or leased by LESSEE may occupy the hangar located on the premises (spare aircraft parts excepted). No other use of the premises will be

2 Corporate Hangar Lease – Eastern Flying Service, Inc. – Approved by Council 10/7/2013

permitted without a separate written agreement between the parties. Specifically, LESSEE shall not offer or permit any commercial sale, repair service or other aeronautical services, including the rebuilding, restoring, or maintaining of a succession of aircraft, to be offered to, rendered in, on or from any hangar or premises without a separate written agreement between the parties. Aircraft to be hangared at the premises may be inspected by a representative of LESSOR prior to signing this Lease and during the Lease period. Should an aircraft become unairworthy during the Lease period, a determination by LESSOR may terminate this Lease.

SECTION THREE
Parking Space

LESSOR grants LESSEE, and LESSEE's permittees, without charge, adequate vehicular parking space located as near as practicable to the premises. LESSOR shall designate the area to be used, which area shall be maintained and kept in good order and condition by LESSOR.

SECTION FOUR
Right of Ingress and Egress

LESSEE shall have at all times the full and free right of ingress to and egress from the premises and facilities referred to in this Lease for LESSEE and LESSEE's permittees. Such rights also extend to persons or organizations supplying materials or furnishing services to LESSEE, to include vehicles, machinery and equipment reasonably required by such persons or organizations.

SECTION FIVE
Term

The term of this Lease shall be for a period of one (1) year, beginning on the 22nd day of November, 2013 and ending on the 21st day of November, 2014.

SECTION SIX
Rental

LESSEE agrees to pay LESSOR for the use of the premises, facilities, rights, services, and privileges granted in this Lease the sum of \$1,894 per square foot of hangar space for 5,280 square feet (\$10,000), \$5,000 of which shall be due and payable on or before November 22, 2013 and the balance of which (\$5,000) shall be due and payable on or before May 22, 2014.

SECTION SEVEN
Rights, Privileges, Obligations, and Responsibilities

- A. LESSOR shall be responsible for normal repairs, if any, as the same may be required as a result of ordinary wear and tear during the term of this Lease.
- B. In its use of the Airport and related facilities, LESSEE is granted the following specific rights and privileges:

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- (1) LESSEE has the right to add any additional capital improvements on the premises under the exclusive control of LESSEE, including the right to install, maintain, and remove additional adequate storage facilities and appurtenances for the purpose of carrying out any of the activities provided for herein, subject to advance approval from LESSOR as well as any other conditions herein generally or particularly set forth. All capital improvements so added by LESSEE will be and become the property of LESSOR at the termination of this Lease without cost to LESSOR. Any improvements that involve alterations to other Airport premises under the non-exclusive control of LESSEE shall be subject to approval in advance by LESSOR and all improvements so added by LESSEE will be and become the property of LESSOR at the termination of this Lease without cost to LESSOR.

- C. In its use of the Airport and related facilities, LESSEE accepts the following obligations and responsibilities:

- (1) The use and occupancy of the premises and the use and maintenance of the grounds immediately adjacent thereto by LESSEE shall be without cost or expense to LESSOR. It is understood and agreed that LESSOR is not obligated to furnish any utility services such as light, water, sewer and gas to LESSEE during the period of occupancy. If LESSOR operates or maintains utility services to the premises, it will continue to furnish such utility services at the request of LESSEE provided that LESSEE shall assume and pay for necessary meters for measuring said service and the charges for providing such service.

LESSEE shall save LESSOR harmless of and from any and all costs or charges for utility services furnished to or required by LESSEE during the term hereof and shall provide, at its own cost or expense, such services as may be necessary or required in the operation and maintenance of the premises to any and all storm and sanitary sewers, water, and utility outlets at its own expense and shall pay for any and all service charges incurred or used on the premises.

- (2) LESSEE shall maintain and be responsible for all repairs to the hangar located on the premises as may be required as a result of LESSEE's or LESSEE's permittees actions, including but not limited to activities on the premises. LESSEE agrees, at its own expense, to cause the premises and the buildings, improvements, and appurtenances thereto, including grounds immediately adjacent thereto, to be maintained in a presentable condition and equal in appearance and character to other similar improvements on said Airport. All tools, machines, parts and maintenance equipment shall be stored in the hangar.
- (3) LESSEE agrees, at its own expense, to cause all waste, garbage and rubbish to be removed from the premises and agrees not to deposit the same on any of the Airport premises, except LESSEE may temporarily deposit the same on the premises in an approved container or enclosure in connection with their collection or removal. LESSEE agrees it will not allow the accumulation of rubbish, waste,

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foul material, contaminant or otherwise create an unhealthy or hazardous condition on the premises.

- (4) LESSEE will not suffer or permit to be maintained upon the outside of any improvements located on the premises any billboards or advertising signs unless previously approved in writing by the LESSOR. A normal company identification sign will be permissible on the premises subject to the approval of LESSOR and consistency with any applicable ordinance.
- (5) LESSEE will make no unlawful, improper or offensive use of the premises.
- (6) Any and all improvements to, use of, or activities upon the premises shall conform to and be consistent with the then current Airport plan as well as the minimum standards, rules and regulations adopted for the Airport by LESSOR, as amended.
- (7) LESSEE, in its use, improvement, or operation of the premises and facilities of the Airport including premises, shall not, on the grounds of race, color, sex, or national origin, discriminate or permit discrimination against any person or group of persons in any manner prohibited by law and shall otherwise use the premises in compliance with all other requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964, as may be amended.

SECTION EIGHT **Taxes and Assessments**

LESSEE shall be responsible for and promptly pay before default any and all real and personal property taxes or special assessments, if any, that may be levied or assessed against the premises or any improvements or other property situated thereon, it being the mutual intention of the parties that LESSOR shall not be required to pay any taxes on either real or personal property by reason of permitting LESSEE to use said real property as herein described. LESSEE also agrees to indemnify LESSOR against any loss or liability resulting from any and all claims or liens in connection with such taxes and assessments.

LESSEE must verify, if requested, that the hangared aircraft, including any spare parts and other equipment stored in the hangar, are listed on the tax rolls of Beaufort County, North Carolina, for the current year.

SECTION NINE **Maintenance and Utilities**

Except as otherwise specified herein, during the term of this Lease, LESSOR shall maintain and keep in good repair so much of the Airport premises as are not under the exclusive control of the individual operators and lessees, including, but not limited to the terminal building; vehicle parking areas and all roadways, runways, aprons and taxiways. Subject to the conditions expressly set forth in Section 7, Part B hereof, LESSOR shall also maintain and operate all

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sewage and water facilities, electrical and electronic facilities and such other appurtenances and services as are now or hereafter connected with the operation of the Airport.

SECTION TEN **Rules and Regulations**

LESSEE agrees to comply with all laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions, assurances and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials, officers and other parties, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to the Airport including premises or any part thereof, or any of the adjoining property, or any use or condition of the premises or any part thereof. Further, LESSEE shall comply with any and all local, state, federal or other rules and regulations as well as all applicable environmental rules and regulations, including, but not limited to, such rules and regulations regulating hazardous or similar substances or conditions, their storage and disposal.

LESSEE agrees to observe and obey the rules and regulations with respect to the use of the Airport premises, including premises; provided, however, that such rules and regulations shall be consistent with all rules, regulations, and orders of the Federal Aviation Administration; and provided further, that such rules and regulations shall not be inconsistent with the provisions of this Lease or the procedures prescribed or approved from time to time by the Federal Aviation Administration with respect to LESSEE's use of the Airport premises, including premises. LESSEE further agrees to indemnify and hold LESSOR harmless for any and all damage of any kind arising from LESSEE's failure to comply with the aforementioned rules and regulations, including, but not limited to, the cost of clean-up, restoration fees, mitigation costs, and attorney's fees caused or occasioned by LESSEE, or LESSEE's permittees.

LESSEE agrees to abide by and cooperate with LESSOR in the enforcement and implementation of applicable Airport security regulations, safety plan standards, and measures as may be adopted by LESSOR.

SECTION ELEVEN **Subordination**

This Lease shall be subject to and subordinate to the provisions of any existing or future agreement between LESSOR and the United States, the State of North Carolina, or any agencies thereof, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development or operation of the Airport or as a condition precedent to the acquisition of the Airport facilities by the LESSOR. It is specifically understood by LESSEE that this Lease is subject to the recapture clause and other conditions of grant agreements and or assurances with the Federal Aviation Administration, Navy Department, the Civil Aeronautics Administration, and the State of North Carolina, respectively. LESSOR shall, to the extent permitted by law, use its best efforts to cause any such agreements to include provisions protecting and preserving the rights of LESSEE in and to the premises, and to compensation for the taking thereof, interference

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therewith and damage thereto, caused by such agreements or by actions pursuant thereto by LESSOR or the other parties named hereinabove.

SECTION TWELVE
Indemnification

LESSOR shall stand indemnified by LESSEE as hereinafter provided. It is expressly understood and agreed by and between the parties hereto that LESSEE herein is and shall be deemed to be an independent contractor, responsible to all parties for its respective acts or omissions as well as the acts or omissions of LESSEE's permittees and LESSOR shall in no way be responsible therefor. It is further agreed that, in the use of the Airport, the maintenance, erection, or construction of any improvements thereon and the exercise or enjoyment of the privileges herein granted, LESSEE agrees to indemnify and save harmless LESSOR from any negligence of LESSEE or LESSEE's permittees.

LESSEE agrees to indemnify LESSOR against any and all liability for injuries to persons or damage to property caused by LESSEE's or LESSEE's permittees negligent use or occupancy of the premises; provided, however, that LESSEE shall not be liable for any injury, damage, or loss occasioned by the negligence of LESSOR or its agents or employees; and provided further that LESSOR shall give to LESSEE prompt and timely notice of any claim made or suit instituted which in any way directly or indirectly, contingent or otherwise, affects or might affect LESSEE, and LESSEE shall have the right to compromise and defend the suit to the extent of its own interest.

SECTION THIRTEEN
Insurance

LESSEE shall procure and maintain in force necessary liability insurance coverage for the premises and LESSEE'S activities thereon, including those activities of LESSEE's permittees, in the minimum amount of \$1,000,000.00 for personal injury, death and property damage, including any environmental damage as well as any damages related to or arising from any hazardous material or product, resulting from each occurrence and \$1,000,000 aggregate to indemnify and hold harmless LESSOR from any and all liability for claims of loss, damage, or injury to persons or property caused or occasioned by the use of the premises by LESSEE or LESSEE's permittees during the term of this Lease. All insurance shall be carried by a responsible company and shall be in a form satisfactory to LESSOR. LESSOR shall be furnished copies of any and all insurance policies obtained by LESSEE in compliance with this requirement on or before LESSEE begins occupancy. LESSEE agrees to maintain sufficient coverage on a current status and that all such insurance policies obtained by LESSEE in compliance with this requirement name LESSOR as additional insured and provide a thirty (30) day written notice to LESSOR of termination, material change in the terms thereof or non-renewal of such policies.

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SECTION FOURTEEN
Termination and Default

- A. This Lease shall terminate at the end of its original term, unless sooner terminated as provided for herein. No holding over by LESSEE after the expiration or earlier termination of this Lease shall operate to extend or renew this Lease for any further term whatsoever; but LESSEE will, by any such holding over, become the tenant at will of LESSOR. After any written notice by LESSOR to vacate the premises, continued occupancy thereof by LESSEE shall constitute LESSEE a trespasser.
- B. This Lease shall be subject to termination by LESSEE in the event of any one or more of the following events:
 - (1) The abandonment of the Airport as an airport or airfield for any type, class, or category of aircraft.
 - (2) The default by LESSOR in the performance of any of the terms, covenants, or conditions of this Lease and the failure of LESSOR to remedy, or to undertake to remedy, such default for a period of thirty (30) days after receipt of notice from LESSEE to remedy the same.
 - (3) Damage to or destruction of all or a material part of the premises or Airport facilities necessary for the LESSEE's use of the premises.
 - (4) The lawful assumption by the United States, or the State of North Carolina or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner as to restrict substantially LESSEE from using the premises for a period in excess of ninety (90) days.
- C. This Lease shall be subject to termination by LESSOR in the event of any one or more of the following events:
 - (1) The default by LESSEE in the performance of any of the terms, covenants, or conditions of this Lease, and the failure of LESSEE to remedy or undertake to remedy such default for a period of thirty (30) days after receipt of written notice from LESSOR to remedy the same. Notwithstanding the foregoing, if LESSEE abandons the premises for any period of time, allows the hangar thereon to remain vacant (unoccupied by aircraft) for a period in excess of ninety (90) days, fails or neglects to make any payment of rental when due, or fails to have the aircraft and equipment that are stored in the hangar listed on the tax rolls of Beaufort County at any time during the term, LESSOR, at its option and without any other notice, demand, or legal proceeding, may declare this Lease void, terminate this Lease, require LESSEE to vacate, enter the premises, and eject LESSEE therefrom or may pursue any other lawful right or remedy.

- (2) LESSEE files a voluntary petition in bankruptcy including a reorganization plan; makes a general or other assignment for the benefit of creditors; is adjudicated as bankrupt or if a receiver is appointed for the property or affairs of LESSEE and such receivership is not vacated within thirty (30) days after the appointment of such receiver.

SECTION FIFTEEN
Surrender of Possession

Upon termination by expiration of the original term of this Lease or upon earlier termination under any circumstances, LESSEE's right to use the premises, facilities, and services described in this Lease shall cease, and LESSEE shall vacate the premises without unreasonable delay. Upon termination by expiration of the original term of this Lease or upon earlier termination under any circumstances, LESSEE shall have no further right or interest in any of the premises or the improvements thereon. It is mutually agreed the title to any and all improvements currently situated, hereafter erected, or hereafter constructed upon the premises shall remain, revert to or become owned and possessed, as the case may be, by LESSOR upon the expiration or earlier termination of this Lease, without any additional payment or consideration to LESSEE therefor, free and clear of all claims or liens through or on the part of LESSEE on account of any repair or improvement work. The vesting of title in LESSOR at the time specified is part of the consideration for this Lease.

SECTION SIXTEEN
Inspection by LESSOR

LESSOR may enter the premises now or hereafter leased exclusively to LESSEE at any reasonable time for any purpose necessary or incidental to the performance of its obligations under this Lease. LESSEE will provide access to the premises including the hangar located thereon for inspection by LESSOR. This inspection may be made at least semi-annually with a fire department official. Any discrepancies or violations must be corrected within thirty (30) days or this Lease may be terminated.

SECTION SEVENTEEN
Assignment and Subletting

LESSEE shall not at any time sublease, assign, or in any manner surrender personal control of any part of the property or rights herein leased without the written consent of LESSOR, which consent may be withheld in LESSOR's sole discretion. Provided, however, that the foregoing shall not prevent the assignment or subletting of such rights to any corporation with which LESSEE may merge or consolidate, or which may succeed to the business of LESSEE, or to the United States Government or any agency thereof. No such assignment or subletting contemplated hereunder shall release LESSEE from its obligations to pay any and all of the rentals and charges set forth in this Lease. It is recognized that the interest of all parties will be promoted and served by the increased use of the Airport facilities and it is not the intention of this provision to so restrict this use, but rather to ensure that the same is accomplished with the view of serving the public interest vested in LESSOR.

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SECTION EIGHTEEN
Notices

Notices provided for in this Lease shall be sufficient if sent by registered mail, postage prepaid, and addressed as follows:

TO LESSOR:	Attn: City Manager City of Washington Post Office Box 1988 Washington, NC 27889
TO LESSEE:	Attn: James Brinkley, President Eastern Flying Service, Inc. 1191 Dover Fort Barnwell Road Dover, NC 28526

Any notice so given to either party hereunder shall be conclusively considered to have been received on the third business day following the proper mailing thereof. Each party shall give written notice to the other of any change of address at least thirty (30) days in advance of the date such change is to become effective, whereupon the address so given shall control.

SECTION NINETEEN
Governing Law

This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of North Carolina.

SECTION TWENTY
Severability

Any covenant, condition, or provision of this Lease that is held to be invalid by any court of competent jurisdiction shall be considered deleted from this Lease, but such deletions shall in no way effect any other covenant, condition or provision of this Lease, so long as such deletion does not materially prejudice LESSOR or LESSEE in their respective rights and obligations contained in the valid covenants, conditions, or provisions of this Lease.

SECTION TWENTY ONE
Effect of Waiver

The waiver of any breach, violation or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver of any such subsequent breach, violation or default in or with respect to the same or any other covenant or condition hereof.

SECTION TWENTY TWO
Arbitration

In the event of any disagreement as to whether there has been a breach of contract under this Lease, the questions shall be submitted to arbitration, each party hereto selecting one arbitrator and the two so selected selecting a third arbitrator (but if no agreement can be reached as to the third arbitrator, he shall be appointed by the Clerk of Superior Court of Beaufort County), which board of arbitrators shall sit within two weeks following the date of their appointment, and after proper notice to both parties, shall hear the evidence presented by both sides and render their decision. The decision of the majority of the board of arbitrators shall be binding on both LESSOR and LESSEE, and it shall be made and announced as soon as possible, and in no event later than two weeks after the aforementioned hearing. Each party shall pay the arbitrator appointed by it, and the third arbitrator shall be paid jointly by LESSOR and LESSEE. In this connection, attention is invited to the fact of the management of said Airport, its general appearance and the manner in which the general public is met and served is of paramount importance to the LESSOR, and in the event of any disagreement requiring adjustment or adjudication by arbitration, as herein provided, said arbitrators shall give particular attention to these considerations to the extent that LESSEE shall comply with all requirements of this Lease.

SECTION TWENTY THREE
Effect of Lease

All covenants, conditions, or provisions in this Lease shall extend to and bind the legal representatives, successors and assigns of the respective parties. This Lease is in lieu of any lease heretofore executed between the parties hereto and any such prior lease is hereby cancelled and no longer in effect.

SECTION TWENTY FOUR
Attorney's Fees

In the event any action is filed in relation to this Lease, the unsuccessful party in the action shall pay to the successful party, in addition to all sums that either party may be called on to pay under this Lease, a reasonable sum for the successful party's attorney's fees.

SECTION TWENTY FIVE
Entire Agreement

This Lease shall constitute the sole agreement between the parties hereto and it is understood that the provisions contained herein shall not be altered, modified or changed in any manner except by written agreement executed by LESSOR and LESSEE, and no oral contract or agreement, or informal memorandum shall have the effect of so modifying, altering or changing this Lease. Any prior understanding or representation of any kind preceding the date of this Lease shall not be binding on either party except to the extent incorporated in this Lease.

Notwithstanding anything herein to the contrary, this Lease shall be interpreted and, if necessary, amended, to insure and preserve its compliance with any applicable federal obligation. If

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LESSEE refuses to effectuate any amendment that may be required to insure and preserve the compliance with any applicable federal obligation, such refusal shall constitute an event of default and this Lease may be terminated as a result thereof upon notice from LESSOR to LESSEE.

SECTION TWENTY SIX
Modification of Lease

Any modification of this Lease or additional obligations assumed by either party in connection with this Lease shall be binding only if in writing signed by each party or an authorized representative of each party.

(SIGNATURES ON THE FOLLOWING PAGE.)

IN WITNESS WHEREOF, each party to this Lease has caused it to be duly and properly executed as evidenced by the authorized signatures below.

PRE-AUDIT CERTIFICATE

This Lease has been pre-audited pursuant to North Carolina General Statute § 159-28 in the manner required by the Local Governmental Budget and Fiscal Control Act.



(corporate seal)

Matt Rauschenbach (SEAL)
Matt Rauschenbach, Chief Financial Officer
City of Washington

LESSOR:

CITY OF WASHINGTON

By: Brian Alligood
Brian Alligood, City Manager

ATTEST:

Cynthia S. Bennett
Cynthia S. Bennett, City Clerk

DATE: 11/21/13

LESSEE:

EASTERN FLYING SERVICE, INC.

By: James Brinkley
James Brinkley, President

DATE: 11-21-13

ATTEST:

Secretary
Secretary

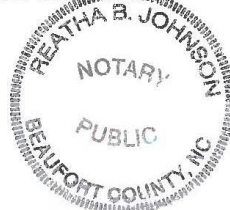
STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT

I, Reatha B. Johnson, a Notary Public of the State and County aforesaid, certify that CYNTHIA S. BENNETT personally appeared before me this day and acknowledged that she is City Clerk of the **CITY OF WASHINGTON**, a North Carolina municipal corporation, and as the act of the corporation, the foregoing instrument was signed in its name by Brian Alligood, its City Manager, sealed with its corporate seal and attested by herself as its City Clerk.

WITNESS my hand and official seal, this the 21 day of November, 2013.

Reatha B. Johnson
NOTARY PUBLIC

My Commission Expires: 12/14/2014



STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT

I, Reatha B. Johnson, a Notary Public of the State and County aforesaid, certify that James Brinkley personally appeared before me this day and acknowledged that he/she is President ~~Secretary~~ of **EASTERN FLYING SERVICE, INC.**, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by JAMES ~~him~~. ~~BRINKLEY, its President, sealed with its corporate seal and attested by himself/herself as its Secretary.~~

WITNESS my hand and official seal, this the 21 day of November, 2013.

Reatha B. Johnson
NOTARY PUBLIC

My Commission expires: 12/14/2014



EXHIBIT "A"



**AMEND – CHAPTER 32, SECTION 32-50 – PERMIT REQUIRED –
REQUIRING PERMITS PRIOR TO ANY EXCAVATION WITHIN PUBLIC
RIGHT-OF-WAYS**

City Manager, Brian Alligood explained that currently when contractors are working and tearing up pavement and sidewalks, they are required to obtain a permit from the City. The Public Works department has recently experienced several disruptions of utility services due to utility contractors (telephone, cable TV, gas) burying cables within public rights-of-way. This ordinance did not specifically address excavations in rights-of-ways, only within pavement and

sidewalk. This proposed amendment is suggested to provide the City a clearer means to address these types of situations and to help us prevent them from happening in the future.

By motion of Councilman Pitt, seconded by Mayor Pro tem Roberson, Council adopted an ordinance to amend Chapter 32, Section 32-50 - Permit Required, requiring permits prior to any excavation within public right-of-ways.

**AN ORDINANCE TO AMEND CHAPTER 32: STREETS AND SIDEWALKS,
ARTICLE II: EXCAVATIONS, SECTION 32-50: PERMIT REQUIRED, OF THE
WASHINGTON CITY CODE**

BE IT ORDAINED by the City Council of the City of Washington, North Carolina:

Section 1. That Chapter 32 Section 32-50 – Permit Required, be amended to remove the following:

It shall be unlawful for any person to dig any hole, ditch or excavation of any kind whatsoever on any street or sidewalk in the city without first securing a permit therefor in writing from the Director of Public Works.

Section 2. That Chapter 32 Section 32-50 – Permit Required, be amended to add the following:

It shall be unlawful for any person to dig any hole, ditch or excavation of any kind whatsoever on any street, sidewalk and/or public right-of-way in the city without first securing a permit therefor in writing from the Director of Public Works or his designee.

Section 3. All ordinances in conflict with this ordinance are hereby repealed.

Section 4. This ordinance shall become effective upon its adoption.

This the 7th day of October, 2013.

ATTEST:

s/Cynthia S. Bennett, CMC
City Clerk

s/N. Archie Jennings, III
Mayor

**ADOPT – ORDINANCE TO REPEAL CHAPTER 39 – WASTEWATER/SUO IN
ITS ENTIRETY AND REPLACE IT WITH THE NEW CHAPTER 39-
WASTEWATER/SUO**

Brian Alligood, City Manager explained that this ordinance amendment is a re-write that is required by the State. Public Works staff has been working with the State to implement a SUO, Sewer Use Ordinance, which would meet their new criteria. These changes are required by the State to meet their latest requirements and is based on their model ordinance.

Councilman Mercer noted that he has several questions that he would like answered at the October 28th Committee of the Whole.

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council continued the request until the Committee of the Whole meeting on October 28th.

**ADOPT – ORDINANCE TO REPEAL CHAPTER 8 – CEMETERIES IN ITS
ENTIRETY AND REPLACE IT WITH THE NEW CHAPTER 8 – CEMETERIES**

Brian Alligood, City Manager provided background by noting staff has been working for some time on amendments to this chapter of the Code of Ordinances in attempt to codify policies to allow for consistent management of the City-owned cemeteries. For example: allowing two sets of cremated remains on one plot, burial of said remains done under the direction of cemetery staff, disallowance of plastic vaults that easily collapse, and various guidelines regarding monuments and markers, etc. Amongst other things, the proposed changes within this

revised ordinance will help in the appearance of the cemeteries for burials taken place from the day it is passed, forward.

Councilman Mercer asked for clarification regarding the number of cremains in each plot as well as plantings at the cemetery. Staff provided answers to those questions noting that staff is recommending only two cremains per plot. Staff also noted the additional maintenance concerns if the installation of plantings aren't approved by staff. Councilman Mercer stated that if bikes and dogs aren't allowed in the cemetery, then "we need to enforce it". Allen Lewis, Public Works Director stated that staff enforces this when they are at the cemetery from 7:00am-4:00pm.

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council adopted an ordinance to repeal Chapter 8 - Cemeteries in its entirety and replace it with the new Chapter 8 - Cemeteries.

**AN ORDINANCE TO AMEND CHAPTER 8, CEMETERIES, OF THE
CODE OF ORDINANCES OF THE CITY OF WASHINGTON**

BE IT ORDAINED by the City Council of the City of Washington, North Carolina:

Section 1: That Chapter 8, Cemeteries is hereby repealed in its entirety and a new Chapter I, Cemeteries be inserted as follows:

**Chapter 8
CEMETERIES**

Sec. 8-1. Supervision.

The cemeteries shall be under the supervision of the General Services Superintendent overseeing the day to day operation of the cemeteries or such person as he/she may designate, and shall be and is hereby vested with police authority within the limits of the cemeteries. The General Services Superintendent shall be under the direction of the Director of Public Works.

Sec. 8-2. Powers and duties of General Services Superintendent.

The duties and powers of the General Services Superintendent shall be as follows:

- (a) To enforce all laws and regulations governing the use of the cemeteries contained in these and any other rules which may be adopted with respect to the cemeteries.
- (b) To have charge of the maintenance of all lots, drives and walks.
- (c) To have overall supervision of all funerals and to act as agent for the city in all matters pertaining to the use of the cemeteries.
- (d) To sell all plots and lots within the cemeteries.
- (e) To keep a map of the cemeteries showing thereon all burial plots.

Sec. 8-3. Opening and closing graves; burial limit per grave lot.

- (a) All graves shall be opened and closed by permission of and under supervision of the General Services Superintendent. Only one (1) human body shall be buried in each cemetery grave lot or two (2) cremations per full size grave plot.
- (b) The burial or placement of cremated remains shall be performed by city cemetery employees, contractors employed by the city, funeral homes approved by the city, or by family members with cemetery staff present.
- (c) All vaults used for full burials must be concrete, metal or a type of material approved by the General Services Superintendent. No plastic or similar type material for grave vaults will be allowed in any city-owned cemetery.

Sec. 8-4. Permit for disinterment.

No body may be disinterred from any lot in either cemetery without first obtaining written consent from the owner or heirs of such owner of the lot, and fully complying with applicable state law.

Sec. 8-5. Lots.

- (a) The city shall not sell more than one (1) lot to any one (1) person unless such person can show the need for the same. No certificate of interment to a cemetery lot may be delivered to the purchaser until the full purchase price has been paid.
- (b) All certificates of interment for cemetery lots executed by the city shall contain a reference to existing rules and regulations, and all such certificates shall contain an appropriate restriction making the ownership of any cemetery lot subject to all valid rules and regulations described in this chapter.
- (c) No cemetery lot may be sold or transferred by its owner to any other party. If the owner finds that he has no use for a lot, the city will buy it back at the same price originally paid for same; provided no interments have been made thereon. Perpetual care paid to the city for said lot will not be returned.
- (d) In the event the city sold a cemetery lot fifty (50) years or more ago and no interments have been made therein and the city cannot now determine, after reasonable inquiry, the present owner or claimant of such lot, the city shall have the right to resell such lot.
- (e) The General Services Superintendent shall perform all maintenance of graves, turf and streets. Lot owners desiring to maintain their lots shall do so only with the permission and under the supervision of the General Services Superintendent. The city shall not provide maintenance on markers, monuments or mausoleums.
- (f) The city shall provide perpetual care for all lots located within the city cemeteries.

Sec. 8-6. Fees.

Lot prices, internment fees, monument permit fees, disinterment fees, and all criteria associated with such prices and fees, shall be as established from time to time.

Sec. 8-7. Obstructions prohibited; exception for grave markers.

- (a) No obstruction of any kind other than grave monuments, grave markers and mausoleums may be placed upon any cemetery lot.
- (b) The installation of grave ledgers or vault lids used to mark a grave site must be set flush with the ground and only after the grave site has had time to properly settle. The General Services Superintendent will have to approve the setting of such grave markers.
- (c) Vault lids are not allowed as grave markers or monuments in Oakdale Cemetery.

Sec. 8-8. Planting trees and shrubbery.

All landscaping, tree planting, shrubbery planting, and flower planting will be designed and planted by city personnel. Individuals may not plant on any lot.

Sec. 8-9. Limits on flowers, wreaths or decoration remaining on graves.

No flowers, wreaths or decorations, whether natural or artificial, shall be permitted to remain on graves for more than thirty (30) days.

Sec. 8-10. Removal and disposal of flowers, designs and frames.

Cemetery staff shall remove and dispose of all flowers, designs and frames from graves within thirty (30) days, or earlier if natural flowers deteriorate. The family may collect flowers, designs and frames, if a request is submitted to the General Services Superintendent within two (2) days after they are placed.

Sec. 8-11. Brickwork on graves.

Where a grave is bricked up, no brickwork shall extend above the surface of the ground.

Sec. 8-12. Approval required for installation and removal of monuments and markers.

- (a) Construction plans for monuments and markers must be approved by the General Services Superintendent. Written permission shall be obtained from the General Services Superintendent before any monument or marker is installed or removed on any cemetery lot.
- (b) Monuments and markers shall be installed only during cemetery hours, Monday through Friday. No monuments or markers shall be set on city observed holidays or weekends.

- (c) The cemetery staff is responsible for collecting the marker or monument permit fee. The city accepts no responsibilities for the quality of work by contractors hired by lot/plot owners to install the marker or monument.

Sec. 8-13. Base to be placed under new monument.

A base of concrete or granite, not less than four (4) inches thick and extending six (6) inches outside and installed flush with the ground level, must be placed under all monuments which are not installed flush with the ground.

Sec. 8-14. Permission required for entering after sunset.

No person shall enter the limits of the cemeteries between sunset and sunrise, except with permission of the General Services Superintendent.

Sec. 8-15. Restrictions on children visiting cemeteries.

No children may visit the cemeteries except when accompanied by adults or by permission of the General Services Superintendent.

Sec. 8-16. Traffic regulations.

No person shall operate any vehicle within the limits of the cemeteries at a greater rate of speed than fifteen (15) miles per hour. No person shall use the drives or walks of the cemeteries as a public thoroughfare.

Sec. 8-17. Riding bicycles.

No bicycles may be ridden in the cemeteries except by permission of the General Services Superintendent.

Sec. 8-18. Animals restricted.

No person shall permit any animal onto city-owned cemetery property whether restrained or at large.

Sec. 8-19. Installation of monuments and grave markers.

- (a) A monument is a stone marker which when installed protrudes above the ground level. A grave marker is installed flush with the ground. A monument may be installed only in areas designated as monument areas. A monument may be installed on no less than four (4) graves, in section K, L, M, & N unless approved by the General Services Superintendent.
- (b) Monuments may be installed in any location of the cemeteries, except the following single-grave and no-monument areas:
 - (1) Oakdale Cemetery, section O, section P and section R.
 - (2) Cedar Hill Cemetery, Section B, section C, section D, section E, one section of F, and section G.
- (c) Should a monument or marker in the city-owned cemeteries at any time become unsafe or in need of repair or resetting, the cemetery staff shall notify the owner that such condition exists. The General Services Superintendent shall make necessary improvements to eliminate unsafe conditions until owner has conditions corrected. If cemetery staff cannot contact owner, the staff will make necessary repairs at their discretion to eliminate the unsafe conditions.

Sec. 8-20. Responsibility of parents and guardians.

Parents and guardians shall be responsible for minors violating the provisions of this chapter.

Sec. 8-21. Hours of operation.

Normal hours of operation are 7:00 a.m. until 4:00 p.m. Monday through Friday. Requests for interment on Saturday must be received by 12:00 p.m. the preceding Friday. Requests for interment on Sunday must be received by 10:00 a.m. the preceding Saturday. Holidays granted to city employees that fall on Monday shall be considered as a Sunday, and requests for interment on that holiday must be received by 10 a.m. the preceding Saturday. Requests for interment on a holiday that occurs Tuesday through Friday shall be received by 12:00 p.m. the preceding day.

Sec. 8-22. Mausoleums.

A mausoleum is any interment structure constructed above ground level. A mausoleum may be constructed only in a monument section of a cemetery. A mausoleum interring a single body shall occupy no less than two (2) and not more than four (4) grave plots. A mausoleum constructed to inter more than one (1) body shall occupy a minimum of four (4) plots plus two (2) plots for each interment space. A mausoleum may not be constructed closer than one (1) foot to the plot boundary. Plans for construction of a mausoleum must be approved by the Director of Public Works before any construction begins. Plans presented must be detailed showing dimensions, construction methods and materials to be used.

Sec. 8-23. Metal detectors.

The use of metal detectors in the city-owned cemeteries shall be prohibited. Only City cemetery staff will be allowed to use detectors to locate grave plots.

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. This ordinance shall become effective upon its adoption.

Adopted this the 7th day of October, 2013.

ATTEST:

s/Cynthia S. Bennett, CMC
City Clerk

s/N. Archie Jennings, III
Mayor

**ADOPT – BUDGET ORDINANCE AMENDMENT IN THE STORMWATER
FUND FOR PURCHASE OF GRASS CARP TO STOCK JACK'S CREEK (\$1,000)**

Brian Alligood, City Manager noted that on September 23, 2013, staff met with Mr. Steve Gabel of the North Carolina Cooperative Extension Service to discuss the problem we have been experiencing with aquatic vegetation in Jack's Creek. In a letter from Mr. Gabel he recommends stocking the creek with grass carp. The carp are sterile and cost between \$8-\$10 each. This budget ordinance will appropriate the funds necessary to stock the creek with grass carp per Mr. Gabel's recommendations.

By motion of Mayor Pro Tem Roberson, seconded by Councilman Brooks, Council adopted a budget ordinance amendment from fund balance in the stormwater fund for the purchase of grass carp to stock Jack's Creek.

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE
OF THE CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2013-2014**

BE IT ORDAINED by the City Council of the City of Washington, North Carolina

Section 1. That the following accounts of the Storm Water Fund revenue budget be increased by the respective amounts indicated to purchase grass carp for Jack's Creek:

34-90-3991-9910	Fund Balance Appropriated	\$1,000
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Section 2. That the following accounts of the Storm Water Fund appropriations budget be increased by the respective amounts indicated:

34-90-5710-7000	Non-Capitalized Purchases	\$1,000
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Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. This ordinance shall become effective upon its adoption.

Adopted this the 7th day of October, 2013

ATTEST:

s/Cynthia S. Bennett, CMC
City Clerk

s/N. Archie Jennings, III
Mayor

**AMEND – CHAPTER 22, SECTION 22-97(D) – PROHIBITED ACTS, FISHING,
PROHIBITING FISHING IN JACK’S CREEK BETWEEN JOHN SMALL
AVENUE AND PARK DRIVE**

Due to stocking Jack's Creek in this area with grass carp to help control aquatic vegetation, staff feels that it is necessary to also prohibit fishing in this same area (John Small Avenue to Park Drive). The attached ordinance amendment accomplishes this.

By motion of Mayor Pro tem Roberson, seconded by Councilman Brooks, Council adopted an ordinance to amend Chapter 22, Section 22-97(d) - Prohibited Acts, Fishing, prohibiting fishing in Jack's Creek between John Small Avenue and Park Drive.

**AN ORDINANCE TO AMEND CHAPTER 22: PARKS AND RECREATION,
SECTION 22-97(d): PROHIBITED ACTS, FISHING,
OF THE WASHINGTON CITY CODE**

BE IT ORDAINED by the City Council of the City of Washington, North Carolina:

Section 1. That Chapter 22 Section 22-97(d) – Prohibited Acts, Fishing, be amended to remove the following:

Fishing. It shall be unlawful to fish on the Boardwalk.

Section 2. That Chapter 22 Section 22-97(d) – Prohibited Acts, Fishing, be amended to add the following:

Fishing. It shall be unlawful to fish on the Boardwalk and in Jack’s Creek between John Small Avenue and Park Drive.

Section 3. All ordinances in conflict with this ordinance are hereby repealed.

Section 4. This ordinance shall become effective upon its adoption.

This the 7th day of October 2013.

ATTEST:

s/Cynthia S. Bennett, CMC
City Clerk

s/N. Archie Jennings, III
Mayor

**AUTHORIZE – MAYOR AND THE CITY ATTORNEY TO EXECUTE THE
RELEASE OF LOTS 64 AND 81 IN THE NORTHGATE SUBDIVISION**

Brian Alligood City Manager explained that Lots 64 and 81 have been sold in the Northgate Subdivision and are part of the CDBG Affordable Housing Grant. The Washington Housing Nonprofit, Inc. has deposited \$12,000.00 into the City Attorney's trust account pursuant to and consistent with the Legally Binding Commitment by and between the City of Washington and Washington Housing Nonprofit, Inc.

By motion of Mayor Pro tem Roberson, seconded by Councilman Brooks, Council authorized the Mayor and the City Attorney to execute the release of lots 64 and 81 in the Northgate Subdivision upon Washington Housing Nonprofit, Inc.'s deposit of \$12,000 into the City Attorney's trust account.

**Moved From Consent Item B: AUTHORIZE/APPROVE – PURCHASE OF A GARBAGE
TRUCK THROUGH THE PIGGYBACK OF THE CITY OF MARTINSVILLE, VA AND
APPROVE A CORRESPONDING PURCHASE ORDER TO BE WRITTEN (\$124,965)**

Vendor	Cost Per Unit	Delivery	Less Trade-In
Cavalier Equipment	\$124,965.00	180 days	N/A

The General Statutes approved O.S. 143-129 as an exception which allows purchases of apparatus, supplies, materials, or equipment from contracts established by the United States of America or any federal agency, State, or local government if the contractor is willing to extend to a political subdivision of the State the same or more favorable prices, terms, and conditions as established in the federal, state, or local government contract if bid in the past 12 months.

Councilman Mercer expressed that he would like the purchase order to read “not to exceed \$124,965.00.”

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council authorized the purchase of a Garbage Truck through the piggyback of the City of Martinsville, VA purchase order 747-00 dated 10118/2012, and approve a corresponding purchase order to be written not to exceed \$124,965.

Move From Consent Item D: **AMEND – PERSONNEL POLICY ARTICLE III, SECTION 18, LONGEVITY PAY TO NEW BUSINESS**

Brian Alligood, City Manager explained that City Council adopted a revised Personnel Policy which went into effect on July 1, 2013. Unfortunately, a typographical error has been identified in Article III. Pay Plan, Section 18. Longevity Pay, which needs to be corrected. The adopted policy says that "employees who are terminated voluntarily or involuntarily prior to November 1, but before longevity checks are issued, are entitled to longevity pay and will receive the compensation in their last paycheck." Longevity pay is based on years of service as of November 1 of each year and the intention of the policy is to include employees who terminate from employment on or after November 1 and prior to issuance of longevity checks. Therefore, the language in this section needs to be corrected to reflect the true intent of the policy.

By motion of Councilman Brooks, seconded by Mayor Pro tem Roberson, Council amended the City of Washington Personnel Policy Article III. Section 18. Longevity Pay effective October 7, 2013 to read as follows:

III. Section 18. Longevity Pay

Longevity pay may be awarded to each full-time employee, including the City Manager, who has completed five (5) years of continuous full-time employment with the City as of November 1 of each year. Compensation shall be twenty-five dollars (\$25.00) per each completed year of continuous full-time service as of November 1.

Employees who are terminated voluntarily or involuntarily on or after November 1, but before longevity checks are issued, are entitled to longevity pay and will receive the compensation in their last paycheck.

Note: Employees hired with a full-time regular or probationary appointment prior to July 1, 2013 may receive Longevity Pay beginning with their first full year of employment as of November 1.

Move Consent Item E: **APPROVE – PURCHASE ORDERS >\$20,000 TO NEW BUSINESS**

Councilman Mercer explained his concern with the purchase order by noting the request is for a forklift for the grant that he has been opposed from the beginning and therefore, he is opposed to the purchase order.

By motion of Councilman Brooks, seconded by Councilman Pitt, Council approved the following purchase order: Requisition #13612, \$26,975.45, to Deese Equipment Sourcing, for a Yale forklift for Park Boat Company, a participant in the CDBG SBEA Job Creation Grant 57-60-4930-4500. Councilman Mercer opposed and the motion carried 3-1.

ANY OTHER ITEMS FROM CITY MANAGER: NONE

ANY OTHER BUSINESS FROM THE MAYOR OR OTHER MEMBERS OF COUNCIL: NONE

CLOSED SESSION – CLOSED SESSION – UNDER NCGS § 143-318.11(A)(3) ATTORNEY CLIENT PRIVILEGE – INCLUDING JAMES L. DAVIS VS. CITY OF WASHINGTON (09-OSP-06499)

By motion of Councilman Pitt, seconded by Councilman Brooks, Council agreed to enter closed session at 7:45pm under § NCGS 143-318.11(a)(3) Attorney Client Privilege, including James L. Davis vs. City of Washington (09-OSP-06499)

By motion of Councilman Brooks, seconded by Mayor Pro tem Roberson, Council agreed to come out of closed session at 8:15pm.

ADJOURN – UNTIL MONDAY, OCTOBER 28, 2013

By motion of Mayor Pro tem Roberson, seconded by Councilman Brooks, Council adjourned the meeting at 8:20 pm until Monday, October 28, 2013 at 5:30 pm in the Council Chambers at the Municipal Building.

**Cynthia S. Bennett, CMC
City Clerk**